

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

## Filing at a Glance

Company: Heritage Union Life Insurance Company

Product Name: HU-AD-POL200 SERFF Tr Num: HULI-126035723 State: ArkansasLH

TOI: H03I Individual Health - Accidental Death & Dismemberment SERFF Status: Closed State Tr Num: 42229

Sub-TOI: H03I.000 Health - Accidental Death & Co Tr Num: HU-AD-POL200 State Status: Approved-Closed  
Dismemberment

Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Author: Kim Hiar	Disposition Date: 05/08/2009
	Date Submitted: 04/28/2009	Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: Accidental Death 2009  
Project Number: HU-AD-POL200  
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed  
Date Approved in Domicile:  
Domicile Status Comments: Filing is not required in Arizona  
Market Type: Individual  
Group Market Size:  
Group Market Type:  
Explanation for Other Group Market Type:  
State Status Changed: 05/08/2009  
Corresponding Filing Tracking Number:

Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 05/08/2009

Deemer Date:  
Filing Description:

This accidental death product is marketed under the product name, SalaryShield. It allows the applicant to select a monthly benefit based on their currently salary to be paid to the named beneficiary in the event of their accidental death. The monthly benefit will be paid to the beneficiary for a period of 5 years. This policy is guaranteed renewable until the insured reaches age 80.

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

This product will be marketed through a direct response channel, including mail, radio and television. This policy will not be marketed with an illustration. It is underwritten on a guaranteed issue basis.

We reserve the right to change layout and font on any of the submitted forms in the future.

You may direct any questions or comments regarding this submission to me at 804-212-2818 or email me at [khlar@heritageunion.com](mailto:khlar@heritageunion.com).

Sincerely,

Kim Hiar  
Compliance Manager

## Company and Contact

### Filing Contact Information

Kim Hiar, Compliance Manager	<a href="mailto:kimberly.hiar@heritageunion.com">kimberly.hiar@heritageunion.com</a>
1805 Monument Avenue	(804) 212-2818 [Phone]
Richmond, VA 23220	(804) 213-0051[FAX]

### Filing Company Information

Heritage Union Life Insurance Company	CoCode: 62421	State of Domicile: Arizona
1805 Monument Avenue	Group Code: 181	Company Type: Life & Health Insurer

Suite 201		
Richmond, VA 23220	Group Name:	State ID Number: 2058
(804) 212-2818 ext. [Phone]	FEIN Number: 41-0880965	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		
<b>Retaliatory?</b>	<b>No</b>		
<b>Fee Explanation:</b>	<b>Policy Form - \$50.00</b>		
<b>Per Company:</b>	<b>No</b>		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Heritage Union Life Insurance Company	\$50.00	04/28/2009	27467565

SERFF Tracking Number:	HULI-126035723	State:	Arkansas
Filing Company:	Heritage Union Life Insurance Company	State Tracking Number:	42229
Company Tracking Number:	HU-AD-POL200		
TOI:	H03I Individual Health - Accidental Death & Dismemberment	Sub-TOI:	H03I.000 Health - Accidental Death & Dismemberment
Product Name:	HU-AD-POL200		
Project Name/Number:	Accidental Death 2009/HU-AD-POL200		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/08/2009	05/08/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/07/2009	05/07/2009	Kim Hiar	05/07/2009	05/07/2009

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
ACCIDENTAL DEATH POLICY	Form	Kim Hiar	04/28/2009	04/28/2009
POLICY SCHEDULE	Form	Kim Hiar	04/28/2009	04/28/2009

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

## Disposition

Disposition Date: 05/08/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HULI-126035723 State: Arkansas

Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229

Company Tracking Number: HU-AD-POL200

TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment

Product Name: HU-AD-POL200

Project Name/Number: Accidental Death 2009/HU-AD-POL200

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	ACCIDENTAL DEATH POLICY	Approved-Closed	Yes
Form	ACCIDENTAL DEATH POLICY	Replaced	Yes
Form	ACCIDENTAL DEATH POLICY	Replaced	Yes
Form (revised)	POLICY SCHEDULE	Approved-Closed	Yes
Form	POLICY SCHEDULE	Replaced	Yes
Form	POLICY SCHEDULE	Replaced	Yes
Form	ACCIDENTAL DEATH APPLICATION	Approved-Closed	Yes
Rate	AD Rates	Approved-Closed	Yes

SERFF Tracking Number: HULI-126035723 State: Arkansas  
Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229  
Company Tracking Number: HU-AD-POL200  
TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: HU-AD-POL200  
Project Name/Number: Accidental Death 2009/HU-AD-POL200

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 05/07/2009  
Submitted Date 05/07/2009  
Respond By Date  
Dear Kim Hiar,  
This will acknowledge receipt of the captioned filing.

### Objection 1

- ACCIDENTAL DEATH POLICY (Form)

Comment: On Page 3, the address and phone number for our Deptmt is incorrect. Please change to read: 1200 West Third Street, Little Rock, AR 72201-1904. The phone number is (501)371-2640 or (800)852-5494.

### Objection 2

- ACCIDENTAL DEATH POLICY (Form)

Comment: Under Section 2, Exclusions, item #4 states that death occurring as a result of declared or undeclared war or acts thereof (including terrorist acts) is not a covered benefit.

The Department is not approving Terrorism or "Terrorism Type" exclusions in life or accident and health contracts.

### Objection 3

- POLICY SCHEDULE (Form)

Comment: On Page 3 of the schedule, our Department's address and phone number is incorrect. Please change to read: 1200 West Third Street, Little Rock, AR 72201-1904. The phone numbers are: (501)371-2640 or (800)852-5494.

Please feel free to contact me if you have questions.

Sincerely,  
Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/07/2009  
Submitted Date 05/07/2009



SERFF Tracking Number: HULI-126035723 State: Arkansas

Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229

Company Tracking Number: HU-AD-POL200

TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment

Product Name: HU-AD-POL200

Project Name/Number: Accidental Death 2009/HU-AD-POL200

Dear Rosalind Minor,

### Comments:

Thank you for your letter of earlier this morning. I have reviewed your objections and offer the following for your reconsideration.

### Response 1

Comments: The address for the Department has been revised to as requested.

### Related Objection 1

Applies To:

- ACCIDENTAL DEATH POLICY (Form)

Comment:

On Page 3, the address and phone number for our Deptment is incorrect. Please change to read: 1200 West Third Street, Little Rock, AR 72201-1904. The phone number is (501)371-2640 or (800)852-5494.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf
<b>Previous Version</b>							
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

Form.pdf

SERFF Tracking Number: HULI-126035723 State: Arkansas  
Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229  
Company Tracking Number: HU-AD-POL200  
TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
Product Name: HU-AD-POL200  
Project Name/Number: Accidental Death 2009/HU-AD-POL200

No Rate/Rule Schedule items changed.

## Response 2

Comments: We have removed the language "including terrorists acts" from Exclusion #4.

### Related Objection 1

Applies To:

- ACCIDENTAL DEATH POLICY (Form)

Comment:

Under Section 2, Exclusions, item #4 states that death occurring as a result of declared or undeclared war or acts thereof (including terrorist acts) is not a covered benefit.

The Department is not approving Terrorism or "Terrorism Type" exclusions in life or accident and health contracts.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf
<b>Previous Version</b>							
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf
ACCIDENTAL DEATH POLICY	HU-AD-POL200A		Policy/Contract/Fraternal Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf

SERFF Tracking Number: HULI-126035723 State: Arkansas  
 Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229  
 Company Tracking Number: HU-AD-POL200  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: HU-AD-POL200  
 Project Name/Number: Accidental Death 2009/HU-AD-POL200

No Rate/Rule Schedule items changed.

### Response 3

Comments: The address as been revised as requested.

#### Related Objection 1

Applies To:

- POLICY SCHEDULE (Form)

Comment:

On Page 3 of the schedule, our Department's address and phone number is incorrect. Please change to read: 1200 West Third Street, Little Rock, AR 72201-1904. The phone numbers are: (501)371-2640 or (800)852-5494.

#### Changed Items:

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
POLICY SCHEDULE	HU-AD-SCH200A-AR		Schedule Pages	Initial		43	HU-AD-SCH200A-AR Policy Schedule. pdf
<b>Previous Version</b>							
POLICY SCHEDULE	HU-AD-SCH200A-AR		Schedule Pages	Initial		43	HU-AD-SCH200A-AR Policy Schedule. pdf
POLICY SCHEDULE	HU-AD-SCH200A		Schedule Pages	Initial		43	HU-AD-SCH200 Policy Schedule.

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

pdf

No Rate/Rule Schedule items changed.

Created by SERFF on 05/08/2009 03:17 PM

SERFF Tracking Number: HULI-126035723 State: Arkansas

Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229

Company Tracking Number: HU-AD-POL200

TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment

Product Name: HU-AD-POL200

Project Name/Number: Accidental Death 2009/HU-AD-POL200

## Amendment Letter

Amendment Date:

Submitted Date: 04/28/2009

### Comments:

I apologize for the confusion, but I accidentally added the incorrect forms to the forms tab. Thank you for your assistance.

### Changed Items:

#### Form Schedule Item Changes:

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
HU-AD-POL200A	Policy/Contract/Fraternal Certificate	ACCIDENTAL DEATH POLICY	Initial				43	HU-AD-POL200 AD Policy Form.pdf

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
HU-AD-SCH200A-AR	Schedule Pages	POLICY SCHEDULE	Initial				43	HU-AD-SCH200A-AR Policy Schedule.pdf

SERFF Tracking Number: HULI-126035723 State: Arkansas

Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229

Company Tracking Number: HU-AD-POL200

TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment

Product Name: HU-AD-POL200

Project Name/Number: Accidental Death 2009/HU-AD-POL200

## Form Schedule

Lead Form Number: HU-AD-POL200

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	HU-AD-POL200A	Policy/Cont	ACCIDENTAL ract/Fratern DEATH POLICY al Certificate	Initial		43	HU-AD-POL200 AD Policy Form.pdf
Approved-Closed	HU-AD-SCH200A-AR	Schedule Pages	POLICY SCHEDULE	Initial		43	HU-AD-SCH200A-AR Policy Schedule.pdf
Approved-Closed	HU-AD-APP200-GI	Application/ Enrollment Form	ACCIDENTAL DEATH APPLICATION	Initial		48	HU AD-APP200-GI 3-13-09.pdf





## HERITAGE UNION LIFE INSURANCE COMPANY

Executive Offices: 1805 Monument Avenue, Suite 201  
Richmond, Virginia 23220

This policy is a legal contract between You and Heritage Union Life Insurance Company. We will pay the Benefit Amount if the Insured dies by Accidental Death as defined in this policy while this policy is in force. This policy is issued in consideration of the application and payment of the first premium.

### **THIS IS A LEGAL CONTRACT – READ IT CAREFULLY**

### **THIRTY DAY RIGHT TO EXAMINE POLICY**

This policy may be cancelled within 30 days after You receive it by returning it to Our Administrative Office, or by mailing or returning it to the agent from whom it was purchased, if any. We will return all payments made for this policy and cancel the policy.

Issued and signed for Heritage Union Life Insurance Company

**Chairman**

**President**

**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**

## TABLE OF CONTENTS

Face Page	Right to Examine Policy
Policy Schedule	Policy Specifications Modal Premium Information
Section 1	<u>Definitions</u>
Section 2	<u>Exclusions</u>
Section 3	<u>General Provisions</u> Entire Contract; Changes Time Limit on Defense Misstatement of Age and Sex Non-Participating Conformity with State Statutes Termination Other Insurance With Us
Section 4	<u>Premiums and Reinstatement</u> Payment of Premiums Grace Period Unpaid Premium Reinstatement
Section 5	<u>Ownership and Beneficiary</u> Owner's Rights Change of Owner Assignment Beneficiary Change of Beneficiary Beneficiary Death Simultaneous
Section 6	<u>Policy Proceeds</u>
Section 7	<u>Claims</u> Notice of Claim Claim Forms Proof of Loss Time for Payment of Claims Payment of Claims Autopsy Legal Action

Copies of applications, endorsements and/or riders.

## Policy Schedule

Owner: [John Doe] Policy Date: [April 10, 2009]  
Insured: [John Doe]  
Insured's Policy Issue Age: [35] Policy Number: [AD1234567]  
Specified Period: [5 Years] Expiration Date: [April 10, 2039]  
Sex: [Male] Mode of Premium Payment: [Monthly]  
Premium Class: [Standard Non-Tobacco] Premium: \$  
Policy Fee: \$ Annually

### Benefit Amount

For Accidental Death prior to Age 70, \$[500.00] Per Month for the Specified Period.

For Accidental Death after age 70, \$[500.00] Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
**[83 West Main Street, Suite 102**  
**Lake Zurich, IL 60047]**  
**[TOLL FREE – 866-893-6771]**

If We fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department**  
**Consumer Services Division**  
**1200 West Third Street**  
**Little Rock, AR 72201-1904**  
**(501) 371-2640 or (800) 852-5494**

## **SECTION 1 – DEFINITIONS**

**Accidental Death** - means death resulting from an Accidental Bodily Injury which is sustained on or after the Policy Date. Death must result directly from such injury and independently of any other cause. Death must occur within ninety (90) days of such injury and must occur while this policy is in force.

**Accidental Bodily Injury** – means only bodily injury sustained as a result of an unexpected and unforeseen event which occurs while Your coverage under this policy is in force.

**Administrative Office** - is the Administrative Office located at the address as shown on the Policy Schedule.

**Beneficiary** - is the person(s) or entity designated to receive the Benefit Amount after death of the Insured while this Policy is in force.

**Benefit Amount** - is the amount of the monthly benefit paid under this policy upon death of the Insured while this Policy is in force.

**Discount Rate** - is the interest rate used to determine the present value of a stream of income payments. The Discount Rate is determined by Us, but not to exceed the 30-year Treasury rate (CMT), plus 6%.

**Executive Office** – is Our office as shown on the face page of this policy.

**Expiration Date** - is the date on which the insurance coverage under this policy ends. The Expiration Date is shown on the Schedule Page.

**Grace Period** – is the period after a Premium Due Date during which We will accept premiums to keep the policy in force.

**He** - as used in this policy shall mean “He” or “She”.

**His** – as used in this policy shall mean “His” or “Her”.

**Insured** - The person whose life is covered under this policy.

**Owner:** The person named in the Policy Schedule as the Owner.

**Policy Anniversary** – is the same day and month as the Policy Date for each subsequent year this policy is in force.

**Policy Anniversary Age** – is the Insured’s age on his or her last birthday prior to the Policy Anniversary.

**Policy Date** – is the date on which this policy is issued and the insurance coverage becomes effective.

**Policy Issue Age** – is the Insured’s age on his or her last birthday prior to the Policy Date.

**Policy Months and Policy Years** – refers to the months and years during which this policy is in force. Policy Months and Policy Years are measured from the Policy Date.

**Premium** – is the amount of money You are required to pay for the insurance provided by this Policy.

**We, Us, Our, Company** – means Heritage Union Life Insurance Company.

**Written Notice** – means a written form satisfactory to Us and received by Us at Our Administrative Office.

**You, Your, Yourself** – means the Owner.

## **SECTION 2 – EXCLUSIONS**

The payment of the Benefit Amount is subject to all the terms and conditions of this policy including any limitations and exclusions. We will not pay a benefit which results directly from:

1. Suicide;
2. Death incurred in connection with Your participation in an assault, battery, felony, or act of aggression;
3. Death occurring as a result of Your participation in an insurrection, rebellion, or riot;
4. Death occurring as a result of declared or undeclared war or acts thereof;
5. Death related to Your travel or flight in any vehicle for aerial navigation, including boarding or alighting from:
  - a. While being used for any test or experimental purpose; or
  - b. While You are operating, learning to operate or serving as a member of the crew;
6. Death arising from a disease or disorder of the body or mind;
7. Death relating to medical or surgical treatment;
8. Death arising from ptomaine or bacterial infections, except infections which result from an accidental injury or infection which results from an accidental, involuntary or an unintentional ingestion of a contaminated substance;
9. Death arising from the voluntary inhalation of gas;
10. Death arising from while the Insured is legally intoxicated as determined by the laws of the state in which the Accident occurred or while under the influence of any drug unless the drug or narcotic is administered under the advice and consent of a physician;
11. Death incurred in connection with Your operation of a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
12. Death arising from travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle;
13. Death resulting from an Accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in a driver's education program;

## **SECTION 3 – GENERAL PROVISIONS**

**ENTIRE CONTRACT:** The entire contract consists of this policy, Endorsements or Riders, if any, the attached written application and supplemental written application(s), if any. Any statement made in any such written application, in the absence of fraud, is deemed a representation and not a warranty. We will not use any statement made by the Insured, or on his behalf, to challenge a claim under this policy unless it is contained in a written application.

No change in this policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed and attached. No agent, if any, has authority to change this policy or to waive any of its provisions.

**TIME LIMIT ON DEFENSES:** After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred (as defined in this policy) commencing after the expiration of such two year period.

**MISSTATEMENT OF AGE AND SEX:** If the age or sex of the Insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age or sex. If based on the correct age, We would not have issued this policy or provided insurance on the Insured under this policy, Our responsibility will be to refund all premiums paid.

**NON-PARTICIPATING:** This policy is not entitled to share in Our profits or surplus.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy, which on the Effective Date is in conflict with the statutes of the state in which the policy was issued on such date, is hereby amended to conform to the minimum requirements of such statutes.

**TERMINATION:** This policy will terminate and all coverage on the Insured's life shall end on the earliest of the following dates or events:

1. The Expiration Date, as set out on the Policy Schedule; or
2. The date the Policy terminates, as set out in the Grace Period provision; or
3. The date We receive Your Written Notice to terminate Your policy; or
4. The date of the Insured's death.

**OTHER INSURANCE WITH US:** Insurance effective at any one time on the Insured under a like policy or policies with Us, is limited to the one such policy covering the Insured, his beneficiary or his estate, as the case may be, and We will return all premiums paid for all other such policies.

## **SECTION 4 – PREMIUMS AND REINSTATEMENT**

**PAYMENT OF PREMIUMS:** Each premium must be paid to Us at Our Administrative Office on or before its premium Due Date. You may change the mode of premium payment, by providing Written Notice satisfactory to Us. You may change to any mode of premium payment being offered by Us at the time of Written Notice.

**GRACE PERIOD:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period the policy shall continue in force.

**UNPAID PREMIUM:** Upon the payment of a claim under this policy, any premium then due and unpaid may be deducted there from.

**REINSTATEMENT:** If any premium is not paid within 15 days following the expiration of the Grace Period, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy, provided, however, that if We require an application for reinstatement and issue a conditional receipt for the premium tendered, the policy will be reinstated upon approval of the application by Us, or lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated policy shall cover only loss due to Accidental Death as may be sustained after the date of reinstatement.

## **SECTION 5 – OWNERSHIP AND BENEFICIARY**

**OWNER'S RIGHTS:** The Owner may exercise all rights and privileges granted by the policy, such as:

- Transfer ownership of the policy by absolute or collateral assignment;
- Change any revocable beneficiary during the Insured's lifetime;
- Designate, change or revoke a contingent Owner; or
- Agree with Us to any change or amendment of the policy.

**CHANGE OF OWNER:** On the Policy Date the Owner and any contingent Owner are designated in the application. You may change the Owner by absolute Assignment. You may designate, change or revoke a contingent Owner. We must receive Written Notice informing Us of the designation, change or revocation. Upon receipt, a designation, change or revocation takes effect as of the date the Written Notice was signed. However, We are not liable for any payment made by Us before We record the Written Notice.

**ASSIGNMENT:** You may assign this policy. We are bound by an Assignment only if We receive a duplicate of the original Assignment at Our Administrative Office. We are not liable for any payment made by Us before We record the Assignment. We are not responsible for the validity of any Assignment.

You may revoke any Assignment prior to its effective date provided We receive Written Notice of revocation satisfactory to Us before the Assignment is recorded by Us.

An Assignment will not change or revoke the Beneficiary designation in effect at the time the Assignment is made. If an Assignment is absolute, Your rights and privileges, including any right to change the Beneficiary, vest in the Assignee. If any Assignment is collateral, the collateral Assignee has priority over the interest of any revocable Beneficiary or revocable payee.

**BENEFICIARY:** On the Policy Date, the Beneficiary is as stated in the application. If no Beneficiary is designated or if all named Beneficiaries are deceased at the time of the Insured's death, Your estate will become the beneficiary.

**CHANGE OF BENEFICIARY:** Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be required to surrender or assign this policy or to any other changes in the policy.

**BENEFICIARY DEATH SIMULTANEOUS:** Unless You have directed otherwise, if any Beneficiary dies at the same time as the Insured or within ten (10) days after the death of the Insured, benefits will be paid as if the Beneficiary predeceased the Insured unless it is proved otherwise to Our satisfaction.

## **SECTION 6 – POLICY PROCEEDS**

**PROCEEDS** – If the Insured dies by Accidental Death while this policy is in force, We will pay the Policy Proceeds to the Beneficiary when We receive due proof of the Insured's death satisfactory to Us. We may require return of this policy.

The Policy Proceeds will consist of:

- the Benefit Amount as shown on the Policy Schedule: plus
- benefits provided by Endorsement or Rider, if any, which are payable on the Insured's death; plus
- an amount equal to the premium already paid to Us for each Policy Month following the Policy Month of the Insured's death.

If the Insured dies by Accidental Death during the Grace Period, We will deduct the unpaid premium from the Policy Proceeds for the Policy Month in which the Insured dies.

The Policy Proceeds will be paid in monthly installments unless there is no Beneficiary designation in effect. If there is no Beneficiary designation in effect a lump sum benefit amount may be paid to Your estate. The lump sum benefit amount is a one-time payment of the present value of the monthly installments of Policy Proceeds for the Specified Period.

If the Beneficiary survives the Insured but dies prior to all monthly installments of Policy Proceeds having been paid to such Beneficiary, the present value of the remaining unpaid monthly installments of the Policy Proceeds will be paid to the Beneficiary's estate in a lump sum amount in lieu of future monthly installments of the Policy Proceeds.

The present value is determined by applying the Discount Rate to each monthly installment of Policy Proceeds from the date it would have been paid to the date of the Insured's death.

## **SECTION 7 – CLAIMS**

**NOTICE OF CLAIM:** Written Notice of Claim must be given to Us within twenty (20) days after the death of the Insured or as soon thereafter as is reasonably possible. Notice given on behalf of the Insured or the beneficiary to Us at our Administrative Office with information sufficient to identify the Insured, shall be deemed notice to Us.

**CLAIM FORMS:** Upon receipt of a Notice of Claim, We will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy for filing proof of loss.

**PROOF OF LOSS:** We must receive written proof of loss, acceptable to Us within ninety (90) days after loss. If it is not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the date of loss. Proof must be sent to Us at Our Administrative Office. One or more of the following may be considered proof of loss:

1. certified death certificate; or
2. autopsy report

**TIME FOR PAYMENT OF CLAIMS:** The Benefit Amount payable under this policy will be paid as shown on the Policy Schedule when We receive proper written proof of loss.

**PAYMENT OF CLAIMS:** Upon death of the Insured, the Benefit Amount will be payable in accordance with the Beneficiary designation and the provisions respecting such payment and effective at the time of payment. If no such designation or provision is then effective, the Benefit Amount will be payable to the estate of the Insured.

**AUTOPSY:** We reserve the right to require an autopsy, at Our expense, where not forbidden by law.

**LEGAL ACTION:** Legal action may not be brought against Us for benefits under this policy:

1. within 60 days after You have sent us written proof of loss; or
2. more than two years from the time written proof is required to be furnished.



**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**

## Policy Schedule

Owner: [John Doe] Policy Date: [April 10, 2009]  
Insured: [John Doe]  
Insured's Policy Issue Age: [35] Policy Number: [AD1234567]  
Specified Period: [5 Years] Expiration Date: [April 10, 2039]  
Sex: [Male] Mode of Premium Payment: [Monthly]  
Premium Class: [Standard Non-Tobacco] Premium: \$  
Policy Fee: \$ Annually

### Benefit Amount

For Accidental Death prior to Age 70, \$[500.00] Per Month for the Specified Period.

For Accidental Death after age 70, \$[500.00] Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
**[83 West Main Street, Suite 102**  
**Lake Zurich, IL 60047]**  
**[TOLL FREE – 866-893-6771]**

If We fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department**  
**Consumer Services Division**  
**1200 West Third Street**  
**Little Rock, AR 72201-1904**  
**(501) 371-2640 or (800) 852-5494**

**ABOUT PROPOSED INSURED** (Please answer each question completely)

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone \_\_\_\_\_

Best time to call: ☐ Morning ☐ Afternoon ☐ Early Evening

Alternate Phone \_\_\_\_\_

Best time to call: ☐ Morning ☐ Afternoon ☐ Early Evening

Email Address \_\_\_\_\_

Annual Salary \$ \_\_\_\_\_

Monthly Benefit Amount \$ \_\_\_\_\_

Date of Birth	Age	Birthplace
_____ month    day    year	_____	_____ state or country

SS# \_\_\_\_\_ ☐ Male ☐ FemaleAre you a citizen of the United States? ☐ Yes ☐ NoIf no, do you have a permanent Visa (green card)? ☐ Yes ☐ No**BENEFICIARY INFORMATION**

Name, Relationship and Designated %:

**Agreement/Authorization to Obtain and Disclose Information:** I have read all the questions and answers on this application. All responses are true and complete to the best of my knowledge and belief. A copy of this application will be attached to and made a part of the insurance contract. Any insurance issued as a result of this application will not take effect until the full first premium is paid and a policy is delivered to and accepted by the Proposed Insured during his/her lifetime and while such person is in the state of health described in all parts of this application.

**Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CO Residents:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purposes of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**DC Residents:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**FL Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

**KY Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**LA Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MD Residents:** Any person who willingly and knowingly presents a false or fraudulent claim for payment of a loss or benefit or willingly and knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NM Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**OH Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

**OK Residents:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PA Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TN, VA, WA Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Signed at City \_\_\_\_\_ State \_\_\_\_\_ Date \_\_\_\_\_

Signature of Proposed Insured (Required – Do not print) \_\_\_\_\_

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	HULI-126035723	State:	Arkansas
Filing Company:	Heritage Union Life Insurance Company	State Tracking Number:	42229
Company Tracking Number:	HU-AD-POL200		
TOI:	H03I Individual Health - Accidental Death & Dismemberment	Sub-TOI:	H03I.000 Health - Accidental Death & Dismemberment
Product Name:	HU-AD-POL200		
Project Name/Number:	Accidental Death 2009/HU-AD-POL200		

## Rate/Rule Schedule

Review Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:*	Rate Action Information:	Attachments
Approved- Closed	AD Rates	HU-AD-POL200A New			Rates.pdf

		AA	AB	AC	BA	BB	BC	Offset
		Male			Female			
		A	A	A	B	B	B	
		PNT*	SNT *	TU *	PNT	* SNT	* TU *	
		A	B	C	A	B	C	
18-24	A	0.39	0.39	0.39	0.20	0.20	0.20	0
25-29	B	0.39	0.39	0.39	0.20	0.20	0.20	1
30-34	C	0.39	0.39	0.39	0.20	0.20	0.20	2
35-39	D	0.39	0.39	0.39	0.20	0.20	0.20	3
40-44	E	0.39	0.39	0.39	0.20	0.20	0.20	4
45-49	F	0.39	0.39	0.39	0.20	0.20	0.20	5
50-65	G	0.39	0.39	0.39	0.20	0.20	0.20	6
Offset		0	1	2	3	4	5	

Policy Fee	0	Monthly			
Age band, gender, rate	Offset1	Offset 2	Premium Per \$1000	Monthly Premium Calc	
AAA	0	0	0.39	\$	11.70
BAA	1	0	0.39	\$	11.70
CAA	2	0	0.39	\$	11.70
DAA	3	0	0.39	\$	11.70
EAA	4	0	0.39	\$	11.70
FAA	5	0	0.39	\$	11.70
GAA	6	0	0.39	\$	11.70
AAB	0	1	0.39	\$	11.70
BAB	1	1	0.39	\$	11.70
CAB	2	1	0.39	\$	11.70
DAB	3	1	0.39	\$	11.70
EAB	4	1	0.39	\$	11.70
FAB	5	1	0.39	\$	11.70
GAB	6	1	0.39	\$	11.70
AAC	0	2	0.39	\$	11.70
BAC	1	2	0.39	\$	11.70
CAC	2	2	0.39	\$	11.70
DAC	3	2	0.39	\$	11.70
EAC	4	2	0.39	\$	11.70
FAC	5	2	0.39	\$	11.70
GAC	6	2	0.39	\$	11.70
ABA	0	3	0.2	\$	6.00
BBA	1	3	0.2	\$	6.00
CBA	2	3	0.2	\$	6.00
DBA	3	3	0.2	\$	6.00
EBA	4	3	0.2	\$	6.00
FBA	5	3	0.2	\$	6.00
GBA	6	3	0.2	\$	6.00
ABB	0	4	0.2	\$	6.00
BBB	1	4	0.2	\$	6.00
CBB	2	4	0.2	\$	6.00
DBB	3	4	0.2	\$	6.00
EBB	4	4	0.2	\$	6.00
FBB	5	4	0.2	\$	6.00
GBB	6	4	0.2	\$	6.00
ABC	0	5	0.2	\$	6.00
BBC	1	5	0.2	\$	6.00
CBC	2	5	0.2	\$	6.00
DBC	3	5	0.2	\$	6.00
EBC	4	5	0.2	\$	6.00
FBC	5	5	0.2	\$	6.00
GBC	6	5	0.2	\$	6.00

Notes:

PNT = Preferred Non-tobacco

SNT = Standard Non-tobacco

TU = Tobacco User

the AD product is sex-distinct only

**These rates do not use a policy fee - it is added in cell Monthly\_prem**

SERFF Tracking Number: HULI-126035723 State: Arkansas  
Filing Company: Heritage Union Life Insurance Company State Tracking Number: 42229  
Company Tracking Number: HU-AD-POL200  
TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: HU-AD-POL200  
Project Name/Number: Accidental Death 2009/HU-AD-POL200

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Flesch Certification Approved-Closed 05/08/2009  
**Comments:**  
**Attachment:**  
Certification of Compliance.pdf

**Review Status:**  
**Bypassed -Name:** Application Approved-Closed 05/08/2009  
**Bypass Reason:** The application to be used with this policy form is attached to the Form Schedule tab for approval.  
**Comments:**

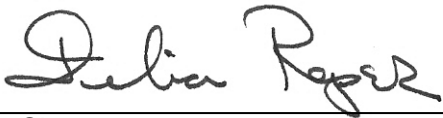
**Review Status:**  
**Satisfied -Name:** Outline of Coverage Approved-Closed 05/08/2009  
**Comments:**  
**Attachment:**  
AD Outline of Coverage.pdf



## CERTIFICATION OF COMPLIANCE

I certify that in preparation of this filing all statutes, regulations, rules and bulletins have been reviewed, including Rule 19 and Rule 49.

I also certify that all forms contained in this filing comply with the minimum flesch score of 40 as required in Arkansas ACA 23-80-206.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
April 27, 2009

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Roper

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

## **ACCIDENTAL DEATH COVERAGE OUTLINE OF COVERAGE**

### **Read Your Policy Carefully**

This outline provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

### **Accident Only Coverage**

Policies of this category are designed to provide, to person insured, payment for certain losses resulting from a covered accident **ONLY**, subject to any limitations contained in the policy. Coverage is not provided for any loss due to sickness. Coverage is not provided for basic hospital, basic medical-surgical or major-medical expenses.

In the event of accidental death, this policy provides a monthly benefit for a five-year period. "Accidental Death" means death resulting from an accidental bodily injury which is sustained on or after the policy date. Death must result directly from such injury and independently of any other cause. Death must occur within ninety (90) days of such injury and must occur while this policy is in force.

This policy does not pay any benefit which results directly from any of the following:

1. Suicide;
2. Death incurred in connection with Your participation in an assault, battery, felony, or act of aggression;
3. Death occurring as a result of Your participation in an insurrection, rebellion, or riot;
4. Death occurring as a result of declared or undeclared war or acts thereof, including terrorist acts;
5. Death related to Your travel or flight in any vehicle for aerial navigation, including boarding or alighting from:
  - a. While being used for any test or experimental purpose; or
  - b. While You are operating, learning to operate or serving as a member of the crew;
6. Death arising from a disease or disorder of the body or mind;
7. Death relating to medical or surgical treatment;
8. Death arising from ptomaine or bacterial infections, except infections which result from an accidental injury or infection which results from an accidental, involuntary or an unintentional ingestion of a contaminated substance;
9. Death arising from the voluntary inhalation of gas;
10. Death arising from while the Insured is legally intoxicated as determined by the laws of the state in which the Accident occurred or while under the influence of any drug unless the drug or narcotic is administered under the advice and consent of a physician;
11. Death incurred in connection with Your operation of a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
12. Death arising from travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle;
13. Death resulting from an Accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in a driver's education program.

This policy is available to individuals between the ages of 18 and 65. It is guaranteed renewable until the anniversary date following the insured's 80<sup>th</sup> birthday as long as premium payments are paid as stated in the policy.

<i>SERFF Tracking Number:</i>	<i>HULI-126035723</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Union Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42229</i>
<i>Company Tracking Number:</i>	<i>HU-AD-POL200</i>		
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>HU-AD-POL200</i>		
<i>Project Name/Number:</i>	<i>Accidental Death 2009/HU-AD-POL200</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	ACCIDENTAL DEATH POLICY	04/28/2009	HU-AD-POL200 AD Policy Form.pdf
No original date	Form	ACCIDENTAL DEATH POLICY	04/27/2009	HU-AD-POL200 AD Policy Form.pdf
No original date	Form	POLICY SCHEDULE	04/28/2009	HU-AD-SCH200A-AR Policy Schedule.pdf
No original date	Form	POLICY SCHEDULE	04/27/2009	HU-AD-SCH200 Policy Schedule.pdf



## HERITAGE UNION LIFE INSURANCE COMPANY

Executive Offices: 1805 Monument Avenue, Suite 201  
Richmond, Virginia 23220

This policy is a legal contract between You and Heritage Union Life Insurance Company. We will pay the Benefit Amount if the Insured dies by Accidental Death as defined in this policy while this policy is in force. This policy is issued in consideration of the application and payment of the first premium.

### **THIS IS A LEGAL CONTRACT – READ IT CAREFULLY**

### **THIRTY DAY RIGHT TO EXAMINE POLICY**

This policy may be cancelled within 30 days after You receive it by returning it to Our Administrative Office, or by mailing or returning it to the agent from whom it was purchased, if any. We will return all payments made for this policy and cancel the policy.

Issued and signed for Heritage Union Life Insurance Company

**Chairman**

**President**

**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**

## TABLE OF CONTENTS

Face Page	Right to Examine Policy
Policy Schedule	Policy Specifications Modal Premium Information
Section 1	<u>Definitions</u>
Section 2	<u>Exclusions</u>
Section 3	<u>General Provisions</u> Entire Contract; Changes Time Limit on Defense Misstatement of Age and Sex Non-Participating Conformity with State Statutes Termination Other Insurance With Us
Section 4	<u>Premiums and Reinstatement</u> Payment of Premiums Grace Period Unpaid Premium Reinstatement
Section 5	<u>Ownership and Beneficiary</u> Owner's Rights Change of Owner Assignment Beneficiary Change of Beneficiary Beneficiary Death Simultaneous
Section 6	<u>Policy Proceeds</u>
Section 7	<u>Claims</u> Notice of Claim Claim Forms Proof of Loss Time for Payment of Claims Payment of Claims Autopsy Legal Action

Copies of applications, endorsements and/or riders.

## Policy Schedule

Owner: [John Doe] Policy Date: [April 10, 2009]  
Insured: [John Doe]  
Insured's Policy Issue Age: [35] Policy Number: [AD1234567]  
Specified Period: [5 Years] Expiration Date: [April 10, 2039]  
Sex: [Male] Mode of Premium Payment: [Monthly]  
Premium Class: [Standard Non-Tobacco] Premium: \$  
Policy Fee: \$ Annually

### Benefit Amount

For Accidental Death prior to Age 70, \$[500.00] Per Month for the Specified Period.

For Accidental Death after age 70, \$[500.00] Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
**[83 West Main Street, Suite 102**  
**Lake Zurich, IL 60047]**  
**[TOLL FREE – 866-893-6771]**

If We fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department**  
**Consumer Services Division**  
**400 University Tower Building**  
**Little Rock, AR 72204**  
**(501) 371-1811**

## **SECTION 1 – DEFINITIONS**

**Accidental Death** - means death resulting from an Accidental Bodily Injury which is sustained on or after the Policy Date. Death must result directly from such injury and independently of any other cause. Death must occur within ninety (90) days of such injury and must occur while this policy is in force.

**Accidental Bodily Injury** – means only bodily injury sustained as a result of an unexpected and unforeseen event which occurs while Your coverage under this policy is in force.

**Administrative Office** - is the Administrative Office located at the address as shown on the Policy Schedule.

**Beneficiary** - is the person(s) or entity designated to receive the Benefit Amount after death of the Insured while this Policy is in force.

**Benefit Amount** - is the amount of the monthly benefit paid under this policy upon death of the Insured while this Policy is in force.

**Discount Rate** - is the interest rate used to determine the present value of a stream of income payments. The Discount Rate is determined by Us, but not to exceed the 30-year Treasury rate (CMT), plus 6%.

**Executive Office** – is Our office as shown on the face page of this policy.

**Expiration Date** - is the date on which the insurance coverage under this policy ends. The Expiration Date is shown on the Schedule Page.

**Grace Period** – is the period after a Premium Due Date during which We will accept premiums to keep the policy in force.

**He** - as used in this policy shall mean “He” or “She”.

**His** – as used in this policy shall mean “His” or “Her”.

**Insured** - The person whose life is covered under this policy.

**Owner:** The person named in the Policy Schedule as the Owner.

**Policy Anniversary** – is the same day and month as the Policy Date for each subsequent year this policy is in force.

**Policy Anniversary Age** – is the Insured’s age on his or her last birthday prior to the Policy Anniversary.

**Policy Date** – is the date on which this policy is issued and the insurance coverage becomes effective.

**Policy Issue Age** – is the Insured’s age on his or her last birthday prior to the Policy Date.

**Policy Months and Policy Years** – refers to the months and years during which this policy is in force. Policy Months and Policy Years are measured from the Policy Date.

**Premium** – is the amount of money You are required to pay for the insurance provided by this Policy.

**We, Us, Our, Company** – means Heritage Union Life Insurance Company.

**Written Notice** – means a written form satisfactory to Us and received by Us at Our Administrative Office.

**You, Your, Yourself** – means the Owner.

## **SECTION 2 – EXCLUSIONS**

The payment of the Benefit Amount is subject to all the terms and conditions of this policy including any limitations and exclusions. We will not pay a benefit which results directly from:

1. Suicide;
2. Death incurred in connection with Your participation in an assault, battery, felony, or act of aggression;
3. Death occurring as a result of Your participation in an insurrection, rebellion, or riot;
4. Death occurring as a result of declared or undeclared war or acts thereof [including terrorist acts];
5. Death related to Your travel or flight in any vehicle for aerial navigation, including boarding or alighting from:
  - a. While being used for any test or experimental purpose; or
  - b. While You are operating, learning to operate or serving as a member of the crew;
6. Death arising from a disease or disorder of the body or mind;
7. Death relating to medical or surgical treatment;
8. Death arising from ptomaine or bacterial infections, except infections which result from an accidental injury or infection which results from an accidental, involuntary or an unintentional ingestion of a contaminated substance;
9. Death arising from the voluntary inhalation of gas;
10. Death arising from while the Insured is legally intoxicated as determined by the laws of the state in which the Accident occurred or while under the influence of any drug unless the drug or narcotic is administered under the advice and consent of a physician;
11. Death incurred in connection with Your operation of a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
12. Death arising from travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle;
13. Death resulting from an Accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in a driver's education program;

## **SECTION 3 – GENERAL PROVISIONS**

**ENTIRE CONTRACT:** The entire contract consists of this policy, Endorsements or Riders, if any, the attached written application and supplemental written application(s), if any. Any statement made in any such written application is deemed a representation and not a warranty. We will not use any statement made by the Insured, or on his behalf, to challenge a claim under this policy unless it is contained in a written application.

No change in this policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed and attached. No agent, if any, has authority to change this policy or to waive any of its provisions.

**TIME LIMIT ON DEFENSES:** After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred (as defined in this policy) commencing after the expiration of such two year period.

**MISSTATEMENT OF AGE AND SEX:** If the age or sex of the Insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age or sex. If based on the correct age, We would not have issued this policy or provided insurance on the Insured under this policy, Our responsibility will be to refund all premiums paid.

**NON-PARTICIPATING:** This policy is not entitled to share in Our profits or surplus.



**CONFORMITY WITH STATE STATUTES:** Any provision of this policy, which on the Effective Date is in conflict with the statutes of the state in which the policy was issued on such date, is hereby amended to conform to the minimum requirements of such statutes.

**TERMINATION:** This policy will terminate and all coverage on the Insured's life shall end on the earliest of the following dates or events:

1. The Expiration Date, as set out on the Policy Schedule; or
2. The date the Policy terminates, as set out in the Grace Period provision; or
3. The date We receive Your Written Notice to terminate Your policy; or
4. The date of the Insured's death.

**OTHER INSURANCE WITH US:** Insurance effective at any one time on the Insured under a like policy or policies with Us, is limited to the one such policy covering the Insured, his beneficiary or his estate, as the case may be, and We will return all premiums paid for all other such policies.

#### **SECTION 4 – PREMIUMS AND REINSTATEMENT**

**PAYMENT OF PREMIUMS:** Each premium must be paid to Us at Our Administrative Office on or before its premium Due Date. You may change the mode of premium payment, by providing Written Notice satisfactory to Us. You may change to any mode of premium payment being offered by Us at the time of Written Notice.

**GRACE PERIOD:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period the policy shall continue in force.

**UNPAID PREMIUM:** Upon the payment of a claim under this policy, any premium then due and unpaid may be deducted there from.

**REINSTATEMENT:** If any premium is not paid within 15 days following the expiration of the Grace Period, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy, provided, however, that if We require an application for reinstatement and issue a conditional receipt for the premium tendered, the policy will be reinstated upon approval of the application by Us, or lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated policy shall cover only loss due to Accidental Death as may be sustained after the date of reinstatement.

#### **SECTION 5 – OWNERSHIP AND BENEFICIARY**

**OWNER'S RIGHTS:** The Owner may exercise all rights and privileges granted by the policy, such as:

- Transfer ownership of the policy by absolute or collateral assignment;
- Change any revocable beneficiary during the Insured's lifetime;
- Designate, change or revoke a contingent Owner; or
- Agree with Us to any change or amendment of the policy.

**CHANGE OF OWNER:** On the Policy Date the Owner and any contingent Owner are designated in the application. You may change the Owner by absolute Assignment. You may designate, change or revoke a contingent Owner. We must receive Written Notice informing Us of the designation, change or revocation. Upon receipt, a designation, change or revocation takes effect as of the date the Written Notice was signed. However, We are not liable for any payment made by Us before We record the Written Notice.

**ASSIGNMENT:** You may assign this policy. We are bound by an Assignment only if We receive a duplicate of the original Assignment at Our Administrative Office. We are not liable for any payment

made by Us before We record the Assignment. We are not responsible for the validity of any Assignment.

You may revoke any Assignment prior to its effective date provided We receive Written Notice of revocation satisfactory to Us before the Assignment is recorded by Us.

An Assignment will not change or revoke the Beneficiary designation in effect at the time the Assignment is made. If an Assignment is absolute, Your rights and privileges, including any right to change the Beneficiary, vest in the Assignee. If any Assignment is collateral, the collateral Assignee has priority over the interest of any revocable Beneficiary or revocable payee.

**BENEFICIARY:** On the Policy Date, the Beneficiary is as stated in the application. If no Beneficiary is designated or if all named Beneficiaries are deceased at the time of the Insured's death, Your estate will become the beneficiary.

**CHANGE OF BENEFICIARY:** Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be required to surrender or assign this policy or to any other changes in the policy.

**BENEFICIARY DEATH SIMULTANEOUS:** Unless You have directed otherwise, if any Beneficiary dies at the same time as the Insured or within ten (10) days after the death of the Insured, benefits will be paid as if the Beneficiary predeceased the Insured unless it is proved otherwise to Our satisfaction.

## **SECTION 6 – POLICY PROCEEDS**

**PROCEEDS** – If the Insured dies by Accidental Death while this policy is in force, We will pay the Policy Proceeds to the Beneficiary when We receive due proof of the Insured's death satisfactory to Us. We may require return of this policy.

The Policy Proceeds will consist of:

- the Benefit Amount as shown on the Policy Schedule: plus
- benefits provided by Endorsement or Rider, if any, which are payable on the Insured's death; plus
- an amount equal to the premium already paid to Us for each Policy Month following the Policy Month of the Insured's death.

If the Insured dies by Accidental Death during the Grace Period, We will deduct the unpaid premium from the Policy Proceeds for the Policy Month in which the Insured dies.

The Policy Proceeds will be paid in monthly installments unless there is no Beneficiary designation in effect. If there is no Beneficiary designation in effect a lump sum benefit amount may be paid to Your estate. The lump sum benefit amount is a one-time payment of the present value of the monthly installments of Policy Proceeds for the Specified Period.

If the Beneficiary survives the Insured but dies prior to all monthly installments of Policy Proceeds having been paid to such Beneficiary, the present value of the remaining unpaid monthly installments of the Policy Proceeds will be paid to the Beneficiary's estate in a lump sum amount in lieu of future monthly installments of the Policy Proceeds.

The present value is determined by applying the Discount Rate to each monthly installment of Policy Proceeds from the date it would have been paid to the date of the Insured's death.

## **SECTION 7 – CLAIMS**

**NOTICE OF CLAIM:** Written Notice of Claim must be given to Us within twenty (20) days after the death of the Insured or as soon thereafter as is reasonably possible. Notice given on behalf of the Insured or the beneficiary to Us at our Administrative Office with information sufficient to identify the Insured, shall be deemed notice to Us.

**CLAIM FORMS:** Upon receipt of a Notice of Claim, We will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy for filing proof of loss.

**PROOF OF LOSS:** We must receive written proof of loss, acceptable to Us within ninety (90) days after loss. If it is not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the date of loss. Proof must be sent to Us at Our Administrative Office. One or more of the following may be considered proof of loss:

1. certified death certificate; or
2. autopsy report

**TIME FOR PAYMENT OF CLAIMS:** The Benefit Amount payable under this policy will be paid as shown on the Policy Schedule when We receive proper written proof of loss.

**PAYMENT OF CLAIMS:** Upon death of the Insured, the Benefit Amount will be payable in accordance with the Beneficiary designation and the provisions respecting such payment and effective at the time of payment. If no such designation or provision is then effective, the Benefit Amount will be payable to the estate of the Insured.

**AUTOPSY:** We reserve the right to require an autopsy, at Our expense, where not forbidden by law.

**LEGAL ACTION:** Legal action may not be brought against Us for benefits under this policy:

1. within 60 days after You have sent us written proof of loss; or
2. more than two years from the time written proof is required to be furnished.

**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**



## HERITAGE UNION LIFE INSURANCE COMPANY

Executive Offices: 1805 Monument Avenue, Suite 201  
Richmond, Virginia 23220

This policy is a legal contract between You and Heritage Union Life Insurance Company. We will pay the Benefit Amount if the Insured dies by Accidental Death as defined in this policy while this policy is in force. This policy is issued in consideration of the application and payment of the first premium.

### **THIS IS A LEGAL CONTRACT – READ IT CAREFULLY**

### **THIRTY DAY RIGHT TO EXAMINE POLICY**

This policy may be cancelled within 30 days after You receive it by returning it to Our Administrative Office, or by mailing or returning it to the agent from whom it was purchased, if any. We will return all payments made for this policy and cancel the policy.

Issued and signed for Heritage Union Life Insurance Company

**Chairman**

**President**

**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**

## TABLE OF CONTENTS

Face Page	Right to Examine Policy
Policy Schedule	Policy Specifications Modal Premium Information
Section 1	<u>Definitions</u>
Section 2	<u>Exclusions</u>
Section 3	<u>General Provisions</u> Entire Contract; Changes Time Limit on Defense Misstatement of Age and Sex Non-Participating Conformity with State Statutes Termination Other Insurance With Us
Section 4	<u>Premiums and Reinstatement</u> Payment of Premiums Grace Period Unpaid Premium Reinstatement
Section 5	<u>Ownership and Beneficiary</u> Owner's Rights Change of Owner Assignment Beneficiary Change of Beneficiary Beneficiary Death Simultaneous
Section 6	<u>Policy Proceeds</u>
Section 7	<u>Claims</u> Notice of Claim Claim Forms Proof of Loss Time for Payment of Claims Payment of Claims Autopsy Legal Action

Copies of applications, endorsements and/or riders.

## Policy Schedule

Owner:

Policy Date:

Insured:

Insured's Policy Issue Age:

Policy Number:

Specified Period: 5 Years

Expiration Date:

Sex:

Mode of Premium Payment:

Premium Class:

Premium: \$ \*

*\*Includes \$24.00 Annual Policy Fee*

### Benefit Amount

For Accidental Death prior to Age 70, \$ Per Month for the Specified Period.

For Accidental Death after age 70, \$ Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
[P.O. Box 1439  
Deerfield, IL 60015-1439]  
[TOLL FREE – 866-893-6771]

## **SECTION 1 – DEFINITIONS**

**Accidental Death** - means death resulting from an Accidental Bodily Injury which is sustained on or after the Policy Date. Death must result directly from such injury and independently of any other cause. Death must occur within ninety (90) days of such injury and must occur while this policy is in force.

**Accidental Bodily Injury** – means only bodily injury sustained as a result of an unexpected and unforeseen event which occurs while Your coverage under this policy is in force.

**Administrative Office** - is the Administrative Office located at the address as shown on the Policy Schedule.

**Beneficiary** - is the person(s) or entity designated to receive the Benefit Amount after death of the Insured while this Policy is in force.

**Benefit Amount** - is the amount of the monthly benefit paid under this policy upon death of the Insured while this Policy is in force.

**Discount Rate** - is the interest rate used to determine the present value of a stream of income payments. The Discount Rate is determined by Us, but not to exceed the 30-year Treasury rate (CMT), plus 6%.

**Executive Office** – is Our office as shown on the face page of this policy.

**Expiration Date** - is the date on which the insurance coverage under this policy ends. The Expiration Date is shown on the Schedule Page.

**Grace Period** – is the period after a Premium Due Date during which We will accept premiums to keep the policy in force.

**He** - as used in this policy shall mean “He” or “She”.

**His** – as used in this policy shall mean “His” or “Her”.

**Insured** - The person whose life is covered under this policy.

**Owner:** The person named in the Policy Schedule as the Owner.

**Policy Anniversary** – is the same day and month as the Policy Date for each subsequent year this policy is in force.

**Policy Anniversary Age** – is the Insured’s age on his or her last birthday prior to the Policy Anniversary.

**Policy Date** – is the date on which this policy is issued and the insurance coverage becomes effective.

**Policy Issue Age** – is the Insured’s age on his or her last birthday prior to the Policy Date.

**Policy Months and Policy Years** – refers to the months and years during which this policy is in force. Policy Months and Policy Years are measured from the Policy Date.

**Premium** – is the amount of money You are required to pay for the insurance provided by this Policy.

**We, Us, Our, Company** – means Heritage Union Life Insurance Company.

**Written Notice** – means a written form satisfactory to Us and received by Us at Our Administrative Office.

**You, Your, Yourself** – means the Owner.



## **SECTION 2 – EXCLUSIONS**

The payment of the Benefit Amount is subject to all the terms and conditions of this policy including any limitations and exclusions. We will not pay a benefit which results directly from:

1. Suicide;
2. Death incurred in connection with Your participation in an assault, battery, felony, or act of aggression;
3. Death occurring as a result of Your participation in an insurrection, rebellion, or riot;
4. Death occurring as a result of declared or undeclared war or acts thereof [including terrorist acts];
5. Death related to Your travel or flight in any vehicle for aerial navigation, including boarding or alighting from:
  - a. While being used for any test or experimental purpose; or
  - b. While You are operating, learning to operate or serving as a member of the crew;
6. Death arising from a disease or disorder of the body or mind;
7. Death relating to medical or surgical treatment;
8. Death arising from ptomaine or bacterial infections, except infections which result from an accidental injury or infection which results from an accidental, involuntary or an unintentional ingestion of a contaminated substance;
9. Death arising from the voluntary inhalation of gas;
10. Death arising from while the Insured is legally intoxicated as determined by the laws of the state in which the Accident occurred or while under the influence of any drug unless the drug or narcotic is administered under the advice and consent of a physician;
11. Death incurred in connection with Your operation of a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
12. Death arising from travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle;
13. Death resulting from an Accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in a driver's education program;

## **SECTION 3 – GENERAL PROVISIONS**

**ENTIRE CONTRACT:** The entire contract consists of this policy, Endorsements or Riders, if any, the attached written application and supplemental written application(s), if any. Any statement made in any such written application is deemed a representation and not a warranty. We will not use any statement made by the Insured, or on his behalf, to challenge a claim under this policy unless it is contained in a written application.

No change in this policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed and attached. No agent, if any, has authority to change this policy or to waive any of its provisions.

**TIME LIMIT ON DEFENSES:** After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred (as defined in this policy) commencing after the expiration of such two year period.

**MISSTATEMENT OF AGE AND SEX:** If the age or sex of the Insured has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age or sex. If based on the correct age, We would not have issued this policy or provided insurance on the Insured under this policy, Our responsibility will be to refund all premiums paid.

**NON-PARTICIPATING:** This policy is not entitled to share in Our profits or surplus.

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy, which on the Effective Date is in conflict with the statutes of the state in which the policy was issued on such date, is hereby amended to conform to the minimum requirements of such statutes.

**TERMINATION:** This policy will terminate and all coverage on the Insured's life shall end on the earliest of the following dates or events:

1. The Expiration Date, as set out on the Policy Schedule; or
2. The date the Policy terminates, as set out in the Grace Period provision; or
3. The date We receive Your Written Notice to terminate Your policy; or
4. The date of the Insured's death.

**OTHER INSURANCE WITH US:** Insurance effective at any one time on the Insured under a like policy or policies with Us, is limited to the one such policy covering the Insured, his beneficiary or his estate, as the case may be, and We will return all premiums paid for all other such policies.

#### **SECTION 4 – PREMIUMS AND REINSTATEMENT**

**PAYMENT OF PREMIUMS:** Each premium must be paid to Us at Our Administrative Office on or before its premium Due Date. You may change the mode of premium payment, by providing Written Notice satisfactory to Us. You may change to any mode of premium payment being offered by Us at the time of Written Notice.

**GRACE PERIOD:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period the policy shall continue in force.

**UNPAID PREMIUM:** Upon the payment of a claim under this policy, any premium then due and unpaid may be deducted there from.

**REINSTATEMENT:** If any premium is not paid within 15 days following the expiration of the Grace Period, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy, provided, however, that if We require an application for reinstatement and issue a conditional receipt for the premium tendered, the policy will be reinstated upon approval of the application by Us, or lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated policy shall cover only loss due to Accidental Death as may be sustained after the date of reinstatement .

#### **SECTION 5 – OWNERSHIP AND BENEFICIARY**

**OWNER'S RIGHTS:** The Owner may exercise all rights and privileges granted by the policy, such as:

- Transfer ownership of the policy by absolute or collateral assignment;
- Change any revocable beneficiary during the Insured's lifetime;
- Designate, change or revoke a contingent Owner; or
- Agree with Us to any change or amendment of the policy.

**CHANGE OF OWNER:** On the Policy Date the Owner and any contingent Owner are designated in the application. You may change the Owner by absolute Assignment. You may designate, change or revoke a contingent Owner. We must receive Written Notice informing Us of the designation, change or revocation. Upon receipt, a designation, change or revocation takes effect as of the date the Written Notice was signed. However, We are not liable for any payment made by Us before We record the Written Notice.

**ASSIGNMENT:** You may assign this policy. We are bound by an Assignment only if We receive a duplicate of the original Assignment at Our Administrative Office. We are not liable for any payment

made by Us before We record the Assignment. We are not responsible for the validity of any Assignment.

You may revoke any Assignment prior to its effective date provided We receive Written Notice of revocation satisfactory to Us before the Assignment is recorded by Us.

An Assignment will not change or revoke the Beneficiary designation in effect at the time the Assignment is made. If an Assignment is absolute, Your rights and privileges, including any right to change the Beneficiary, vest in the Assignee. If any Assignment is collateral, the collateral Assignee has priority over the interest of any revocable Beneficiary or revocable payee.

**BENEFICIARY:** On the Policy Date, the Beneficiary is as stated in the application. If no Beneficiary is designated or if all named Beneficiaries are deceased at the time of the Insured's death, Your estate will become the beneficiary.

**CHANGE OF BENEFICIARY:** Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be required to surrender or assign this policy or to any other changes in the policy.

**BENEFICIARY DEATH SIMULTANEOUS:** Unless You have directed otherwise, if any Beneficiary dies at the same time as the Insured or within ten (10) days after the death of the Insured, benefits will be paid as if the Beneficiary predeceased the Insured unless it is proved otherwise to Our satisfaction.

## **SECTION 6 – POLICY PROCEEDS**

**PROCEEDS** – If the Insured dies by Accidental Death while this policy is in force, We will pay the Policy Proceeds to the Beneficiary when We receive due proof of the Insured's death satisfactory to Us. We may require return of this policy.

The Policy Proceeds will consist of:

- the Benefit Amount as shown on the Policy Schedule: plus
- benefits provided by Endorsement or Rider, if any, which are payable on the Insured's death; plus
- an amount equal to the premium already paid to Us for each Policy Month following the Policy Month of the Insured's death.

If the Insured dies by Accidental Death during the Grace Period, We will deduct the unpaid premium from the Policy Proceeds for the Policy Month in which the Insured dies.

The Policy Proceeds will be paid in monthly installments unless there is no Beneficiary designation in effect. If there is no Beneficiary designation in effect a lump sum benefit amount may be paid to Your estate. The lump sum benefit amount is a one-time payment of the present value of the monthly installments of Policy Proceeds for the Specified Period.

If the Beneficiary survives the Insured but dies prior to all monthly installments of Policy Proceeds having been paid to such Beneficiary, the present value of the remaining unpaid monthly installments of the Policy Proceeds will be paid to the Beneficiary's estate in a lump sum amount in lieu of future monthly installments of the Policy Proceeds.

The present value is determined by applying the Discount Rate to each monthly installment of Policy Proceeds from the date it would have been paid to the date of the Insured's death.

## **SECTION 7 – CLAIMS**

**NOTICE OF CLAIM:** Written Notice of Claim must be given to Us within twenty (20) days after the death of the Insured or as soon thereafter as is reasonably possible. Notice given on behalf of the Insured or the beneficiary to Us at our Administrative Office with information sufficient to identify the Insured, shall be deemed notice to Us.

**CLAIM FORMS:** Upon receipt of a Notice of Claim, We will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy for filing proof of loss.

**PROOF OF LOSS:** We must receive written proof of loss, acceptable to Us within ninety (90) days after loss. If it is not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the date of loss. Proof must be sent to Us at Our Administrative Office. One or more of the following may be considered proof of loss:

1. certified death certificate; or
2. autopsy report

**TIME FOR PAYMENT OF CLAIMS:** The Benefit Amount payable under this policy will be paid as shown on the Policy Schedule when We receive proper written proof of loss.

**PAYMENT OF CLAIMS:** Upon death of the Insured, the Benefit Amount will be payable in accordance with the Beneficiary designation and the provisions respecting such payment and effective at the time of payment. If no such designation or provision is then effective, the Benefit Amount will be payable to the estate of the Insured.

**AUTOPSY:** We reserve the right to require an autopsy, at Our expense, where not forbidden by law.

**LEGAL ACTION:** Legal action may not be brought against Us for benefits under this policy:

1. within 60 days after You have sent us written proof of loss; or
2. more than two years from the time written proof is required to be furnished.

**ACCIDENTAL DEATH POLICY  
PREMIUMS PAYABLE TO EXPIRATION DATE  
BENEFIT PAYABLE FOR SPECIFIED PERIOD UPON ACCIDENTAL DEATH OF INSURED BEFORE AGE 80  
NON-PARTICIPATING**

## Policy Schedule

Owner: [John Doe] Policy Date: [April 10, 2009]  
Insured: [John Doe]  
Insured's Policy Issue Age: [35] Policy Number: [AD1234567]  
Specified Period: [5 Years] Expiration Date: [April 10, 2039]  
Sex: [Male] Mode of Premium Payment: [Monthly]  
Premium Class: [Standard Non-Tobacco] Premium: \$  
Policy Fee: \$ Annually

### Benefit Amount

For Accidental Death prior to Age 70, \$[500.00] Per Month for the Specified Period.

For Accidental Death after age 70, \$[500.00] Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
**[83 West Main Street, Suite 102**  
**Lake Zurich, IL 60047]**  
**[TOLL FREE – 866-893-6771]**

If We fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department**  
**Consumer Services Division**  
**400 University Tower Building**  
**Little Rock, AR 72204**  
**(501) 371-1811**

## Policy Schedule

Owner: [John Doe]	Policy Date: [April 10, 2009]
Insured: [John Doe]	
Insured's Policy Issue Age: [35]	Policy Number: [AD1234567]
Specified Period: [5 Years]	Expiration Date: [April 10, 2039]
Sex: [Male]	Mode of Premium Payment: [Monthly]
Premium Class: [Standard Non-Tobacco]	Premium: \$
	Policy Fee: \$      Annually

### Benefit Amount

For Accidental Death prior to Age 70, **[\$500.00]** Per Month for the Specified Period.

For Accidental Death after age 70, **[\$500.00]** Per Month for the Specified Period.

### Base Policy Modal Premium

Modes of Premium Payment Are Shown Below:

	<u>Per Mode Premium</u>	<u>Total Yearly Premium</u>
Annual	\$	\$
Semi-Annual	\$	\$
Quarterly	\$	\$
Monthly	\$	\$

Please contact our Administrative Office for questions or information regarding your policy.

**Heritage Union Life Service Center**  
**[83 West Main Street, Suite 102**  
**Lake Zurich, IL 60047]**  
**[TOLL FREE – 866-893-6771]**